

JUDGE BARNETT

07 CIV 7490

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Attorney's for Plaintiff

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ACE AMERICAN INSURANCE COMPANY  
a/s/o JOEL CARRIERO

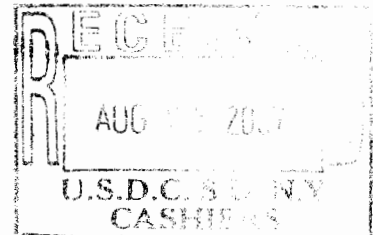
Plaintiff

-against-

MV RIVER OF DREAMS, her engines, boilers,  
tackle, furniture, apparel, etc *in rem*, and  
PEDRO REYNOSA *in personam*

Defendant  
-----X

No.:



**COMPLAINT**

Ace American Insurance Company ("ACE"), by its attorneys, CASEY & BARNETT, LLP, for its Complaint, alleges upon information and belief, as follows:

**PARTIES**

1. At all material times, ACE, was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 140 Broadway, 40<sup>th</sup> Floor New York, New York 10005 and was at all material times the insurer of Joel Carriero, owner of a 2002 39' Donzi ZSC.

2. At all material times, Joel Carriero was the owner of a 2002 39' Donzi ZSC (Hereinafter "MV Donzi"), a recreational sporting vessel with hull identification number DNAM7011J102.

3. At all material times, Pedro Reynosa was the owner of a 1996 23' Bayliner, MV RIVER OF DREAMS, a recreational vessel with hull identification number NY6188UM.

### **JURISDICTION**

4. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333 and the General Maritime Law of the United States.

### **FACTS**

5. On August 11, 2006, at approximately 9:30PM, Mr. Carriero was aboard his MV Donzi traveling south on the Hudson River near Edgewater, NJ with all his navigation lights on, including his spotlight.

6. On August 11, 2006, at approximately 9:30PM, Mr. Reynosa was aboard his MV RIVER OF DREAMS, traveling from east to west without any of his navigation lights illuminated.

7. Mr. Carriero saw MV RIVER OF DREAMS on his port side and quickly turned to the starboard side in an attempt to avoid a collision. Mr. Carriero was unable to avoid the collision, as the MV RIVER OF DREAMS struck the MV Donzi.

8. Mr. Reynosa came from Carriero's left, which makes Reynosa obligated to clear the vessel pursuant to navigation rules. In addition, Mr. Reynosa was traveling at night without navigation lights.

9. Due to the collision, MV Donzi sustained damages in the amount of \$104,901.62.

10. At all times relevant hereto, a contract of insurance for property damage was in effect between Joel Carriero and ACE, which provided coverage for, among other things, loss or damage to MV Donzi.

11. Pursuant to the aforementioned contract of insurance between Joel Carriero and ACE, monies have been and will be expended on behalf of Joel Carriero, to the detriment of ACE due to the collision between MV Donzi and MV RIVER OF DREAMS.

12. As ACE has sustained damages as a result of said expenditures, expenditures rightly the responsibility of the defendants, ACE has an equitable right of subrogation and is subrogated, to the extent of its expenditures, to the rights of its insured with respect to any and all claims for damages of against the defendant.

13. ACE brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested, as their respective interests may ultimately appear, and ACE is entitled to maintain this action.

14. By reason of the foregoing, ACE has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than \$104,901.62.

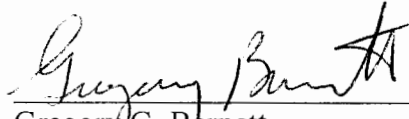
15. All and singular the matters alleged herein are true and correct. ACE reserves the right to amend and supplement this complaint, as further facts become available.

**WHEREFORE**, ACE prays:

1. The Court order, adjudge and decree that defendants, MV RIVER OF DREAMS and Pedro Reynosa, be found jointly and severally liable and pay to plaintiff the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs.
2. *In rem* service of process be issued against the MV RIVER OF DREAMS, her engines, boilers, tackle, furniture, apparel, etc.; that the vessel be seized and that all those claiming an interest in her be cited to appear and answer under oath both all and singular the matters aforesaid; and,
3. That this Court grants to plaintiff such other and further relief as may be just and proper.

CASEY & BARNETT, LLC

BY:

  
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